

ARTICLES OF AGREEMENT made this 1st day of January, 1972 between the Borough of Carteret, hereinafter referred to as the "BORO" and the American Federation of State, County and Municipal Employees Local 2294, AFL-CIO, hereinafter referred to as the Union. 72

In consideration of the mutual covenants herein contained, the parties hereto mutually agree as follows:

ARTICLE I- RECOGNITION:

The Employer recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed on Appendix A attached hereto, and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include.

ARTICLE II- DEDUCTIONS:

The Treasurer of the Borough is hereby directed and authorized to make Union payroll deductions from all Union members. The Union will supply the names of all employees belonging to said Union and from whom said Union payroll deductions are to be made.

ARTICLE III-HOLIDAYS:

The following shall be paid holidays:

New Year's Day

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

General Election Day

Veteran's Day

All Day Christmas Eve

Employee's Birthday

Columbus Day

Holidays falling on a Saturday shall be observed on Friday. Holidays falling on Sunday shall be observed on Monday.

If a holiday falls during an employee's vacation, the employee shall receive an additional day of vacation.

If required to work on a holiday, an employee shall be compensated at the rate of time and one-half for the hours worked in addition to his holiday pay.

THIS BOOK DOES  
NOT CIRCULATE

ARTICLE IV- HOURS OF WORK

The work week shall be forty (40) hours consisting of five (5) consecutive, eight (8) hour days, Monday through Friday from 8:00 A.M. to 4:30 P.M., with the exception of Sanitation, which starts at 6:00 A.M., with one-half ( $\frac{1}{2}$ ) hour off for lunch. Time and one-half shall be paid for any hours worked beyond those specified in the work week. Workers on a three (3) shift basis shall work eight (8) hours, including lunch periods.

Permanent part-time workers shall not be covered by ARTICLE II. Overtime shall be offered and rotated equally among all employees doing the same type of work. In case of emergency, no employee shall refuse to work overtime.

Relief periods of fifteen (15) minutes each shall be provided for all the employees each morning and afternoon. A relief period of one-half ( $\frac{1}{2}$ ) hour shall be given to any employee working overtime once a six (6) hour period has elapsed since his last lunch hour.

There shall be ten (10¢) cent shift premium for employees reporting on the second shift and a fifteen (15¢) cent shift premium for employees reporting on the third shift. Any first shift employee working more than two (2) hours into the second shift, shall receive shift premium for those hours, and any second shift employee working into the third shift shall be compensated at the shift premium for all hours beyond his normal shift:

ARTICLE V- SAFETY COMMITTEE:

There shall be a Safety Committee consisting of an equal number of representatives of the Boro and the Union. They shall meet when necessary. If a majority of the Committee agrees that a job is unsafe, then work shall cease provided however the Borough shall be given opportunity to immediately remedy the condition.

ARTICLE VI- CALL IN PAY:

Any employee called to emergency duty that takes less than four (4) hours to correct, shall be given a minimum of four (4) hours pay at time and one-half.

Emergency to be determined by the Superintendent or other authorized personnel or officials.

ARTICLE VII- GRIEVANCE PROCEDURE:

Grievance as used herein shall mean: Disputes between the Boro and

the Union or any of its members.

1. The Grievance shall be presented orally by the aggrieved or his Committeemen to the Supervisor. The Supervisor shall have forty-eight (48) hours in which to submit an answer.
2. If not satisfactorily settled within the forty-eight (48) hours, the grievance shall be reduced to writing and submitted to the Grievance Committee. The Grievance Committee shall then have five (5) working days in which to submit their answer. If at this step no answer is received, the grievance shall be considered as settled in favor of the employee.
3. If not settled satisfactorily within five (5) days, the grievance shall be submitted to the Mayor and Council, and the Union shall exhaust all avenues to settle the dispute to the mutual satisfaction of all parties concerned.
4. If the grievance is still unsettled, either party may, within 15 days after the reply of the Boro Council is due, by written notice to the other, request arbitration.  
The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the State Mediation & Conciliation Service, or the Public Employment Relations Commission shall be requested by either party or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.  
  
The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.
5. Time extensions beyond those stipulated above may be arrived at by mutual agreement of the parties concerned.

ARTICLE VIII- GENERAL PROVISIONS:

A Doctor's certificate is required after three (3) days of continuous absence.

Four (4) days leave of absence with pay shall be granted in case of death in the immediate family. Leave of absence shall mean four (4) continuous days, whether working days or not, from the day of death. Immediate family shall be the following: Mother, Father, Sister, Brother, Son, Daughter, Mother-in-Law, Father-in-Law, Daughter-in-Law, Son-in-Law and Grandchildren. These four days shall not be charged to sick leave benefit of any employee.

One day shall be granted with pay in case of death of any other relative.

Leaves of absence with pay may be granted to Union Officers or Delegates to conventions, Institutes or Educational Conferences for a total of fifteen (15) days. The fifteen (15) days are not to be exceeded in any one year for all Delegates or Officers combined.

Any employee in necessary attendance at meetings with Borough Officials or Supervisors, while dealing with grievances or proposals, will be excused from duty during such meetings without loss of pay..

Leaves without pay may be granted for other Union business or other mutually satisfactory causes.

Adequate work clothing shall be provided for the employees by the Borough.

(a) Rain gear shall be provided for all outside employees. Rubber boots shall be provided for all Borough employees.

(b) UNIFORMS:

- 3 Winter Jackets
- 3 Winter Shirts
- 3 Winter Pants
- 3 Summer Shirts
- 3 Summer Pants
- 1 Pair Safety Shoes

The Employer shall cover its employees and their dependents with Hospitalization from the Blue Cross and Blue Shield, including Major Medical Plan and Rider "J". It shall be carried for the members of the Union employed by the Borough without contributions by the employee toward payment of premiums.

Group Life Insurance in the amount of \$3,000.00 shall be carried by the Boro for all employees and fully paid for by the Boro.

Seniority starts from the first day of employment, not from the first day of permanent employment. The principles of seniority and promotion from within shall be a guiding factor in relations between the parties, but any employee designated to do a particular job must be able to demonstrate an ability to do the job required. All job openings to be posted in each department for 72 hours.

Any member actually working at a job which pays a higher rate than his own, shall receive the higher rate for the time worked at the higher classification.

No employee shall be disciplined except for just and proper cause. All employees shall have benefit of fifteen (15) days sick leave accumulative per year.

Any Supervisor performing the duties of any employee will pay said employee full wages.

#### ARTICLE IX- VACATIONS:

Vacations shall be on the following basis:

One	to	Four Years Service-----	12 working days.
Five	to	Nine Years Service-----	15 working days.
Ten	to	Fifteen Years Service-----	19 working days.
Sixteen	to	Twenty Years Service-----	22 working days.
Over Twenty		Years Service-----	25 working days.

#### ARTICLE X- LONGEVITY:

1%	for	5 Years.
1½%	for	10 Years.
2%	for	15 Years.

#### ARTICLE XI- SEVERENCE PAY:

Boro employees covered by this contract shall receive fifty (50%) percent, cash payment, of all accumulated sick leave upon retirement

MISCELLANEOUS:

It is further agreed that in order to be entitled to any holiday pay, each employee must work the day prior to and the day following said holiday. In addition, the Superintendent shall have the discretion of allowing the employee time off on employee's birthday. In the event said employee is not granted time off on his birthday, said employee shall be entitled to another day off as agreed upon between he and the Superintendent. This Agreement shall not include part-time or salaried employees whether members of the Union or not.

Mandatory retirement upon age of sixty-five (65) for all Boro employees.

A fifth garbage truck. (If able to man).

Employee to receive labor sanitation and truck driver sanitation rate only when working sanitation trucks.

Equipment operators are to receive same rate of pay at all times and for all hours worked with no difference in pay.

Any shortage on pay checks of any employee shall be rectified immediately

It is further mutually agreed between the parties hereto that the afore-said Articles contained in this Agreement shall become effective immediately upon adoption by the governing body and shall be retro-active to the 1st day of January, 1972 and shall continue in effect for one year or until a further agreement shall be made.

In witness whereof, the parties hereto have set their hands and seals on this 18 day of July, 1972.

FOR THE EMPLOYER:

THE BOROUGH OF CARTERET

Murline Patricia Mayne  
Eugene Scollito  
Conrad A. Delaney

FOR THE UNION:

LOCAL #2296, OF THE AMERICAN  
FEDERATION OF STATE, COUNTY &  
MUNICIPAL EMPLOYEES, AFL-CIO.

Stephen Halasz  
Albert Bullis

APPENDIX      A

	<u>RATES PER HOUR</u>
LABORER.....	\$ 3.64
LABORER ( SANITATION ).....	3.69
TRUCK DRIVER ( SANITATION ).....	3.90
TRUCK DRIVER.....	3.85
EQUIPMENT OPERATOR.....	3.90
HEAVY EQUIPMENT OPERATOR.....	4.11
CHIEF MECHANICAL REPAIRMAN.....	4.27
SENIOR MECHANIC.....	4.11
ASS'T MECHANICAL REPAIRMAN.....	3.90
PARK MAINTENANCE MAN.....	3.90
PARK LABORER.....	3.64
PARK ATTENDANT.....	3.64
PARK TRUCK DRIVER.....	3.85
EQUIPMENT OPERATOR ( SWEEPER ).....	3.96
JANITOR (BORO HALL).....	5,908.00
WATCHMAN.....	2.37
SHIFT PUMPING STATION OPERATOR.....	3.85
DAY SHIFT PUMPING STATION OPERATOR.....	4.01
OUTSIDE LABORER.....	4.01
LABORER FOREMAN.....	4.17
SEWAGE PLANT REPAIRMAN.....	4.27
MECHANICAL REPAIRMAN (STATIONARY EQUIPMENT.....	4.01
HEAVY EQUIPMENT OPERATOR (SANITARY LANDFILL.....	4.48
FOREMAN (SANITATION).....	8,545.50

The Union and The Boro of Carteret hereby agree that the 1972 salary package of 5.5% is to be instituted.

It is further agreed and understood that this is a minimal wage agreement, subject to upward revision equal to that of any other wage increase or Fringe Benefit granted by the Employer during the contract year period. Such upward revision shall be instituted under the same time limit and periods as may be applicable to the specific group receiving such wage increases, or Fringe Benefits.